

0351

DR 96 000010.00  
JUDGE: SAMUEL H WELCH, JR.ALABAMA JUDICIAL DATA CENTER  
CASE ACTION SUMMARY  
CIRCUIT CIVIL

IN THE CIRCUIT COURT OF MONROE COUNTY

JAMES DERRICK MCCANTS VS DEBRA SUE MCCANTS  
FILED: 02/09/96 TYPE: DIVORCE TYPE TRIAL: NON-JURY TRACK:DATE1: CA: DIVORCE CA DATE: 02/19/96  
DATE2: AMT: \$.00 PAYMENT:  
PLAINTIFF 001: MCCANTS JAMES DERRICKATTORNEY: MCMILLAN, WILLIAM ROBER  
P O BOX 1645AL 00000-0000  
PHONE: 000-0000  
ENTERED: 02/09/96 ISSUED: MONROEVILLE, AL 36461  
SERVED: ANSWERED: TYPE: (205) 575-3303  
JUDGEMENT: 02/19/96

DEFENDANT 001: MCCANTS DEBRA SUE

ATTORNEY:

AL 00000-0000  
PHONE: 000-0000  
ENTERED: 02/09/96 ISSUED:  
SERVED: ANSWERED: TYPE:  
JUDGEMENT: 02/19/9602/09/96 ASSIGNED TO JUDGE: SAMUEL H WELCH, JR.  
02/09/96 NON-JURY TRIAL REQUESTED  
02/09/96 MCCANTS JAMES DERRICK ADDED AS C001  
02/09/96 LISTED AS ATTORNEY FOR C001: MCMILLAN, WILLIAM RO  
02/09/96 MCCANTS DEBRA SUE ADDED AS D001  
02/19/96 DISPOSED ON: 02/19/96 BY DIVORCE

JOS/022796

A CERTIFIED COPY  
of the original on file  
in my office  
JOHN M. SAWYER  
Clerk of Court(Certified Copy of  
Entire File)

IN RE THE MARRIAGE OF:  
JAMES DERRICK McCANTS,

Plaintiff,

VS.

DEBRA SUE McCANTS,  
Defendant.

IN THE CIRCUIT COURT OF  
MONROE COUNTY, ALABAMA

CASE NO. DR-96-<sup>10</sup>~~89~~

JUDGMENT OF DIVORCE

This action came on to be heard and was submitted to the Court on the pleadings and process, and evidence ore tenus or was taken by the clerk on deposition, and upon consideration thereof, it is

ORDERED AND ADJUDGED that the bonds of matrimony heretofore existing between the parties are hereby dissolved and they are hereby forever divorced from one another for and account of incompatibility of temperament.

It is further ORDERED and ADJUDGED that the Agreement of the Parties, under date of February 9, 1996, be and hereby is made a part of this Judgment of Divorce. It is further

ORDERED AND ADJUDGED that neither party to this action shall again marry except to each other until sixty days after the rendition of this judgment, and that if appeal is taken (which must be instituted within 42 days from this decree or from the date that a post trial motion is denied), then neither party shall again marry except to each other during pendency of the appeal. It is further

ORDERED AND ADJUDGED that the Plaintiff shall pay the costs in this action.

Done at Monroeville, Alabama this 19 day of February, 1996.

S. Webb  
Circuit Judge

IN RE THE MARRIAGE OF:  
JAMES DERRICK McCANTS,

Plaintiff,

VS.

DEBRA SUE McCANTS,  
Defendant.

IN THE CIRCUIT COURT OF  
MONROE COUNTY, ALABAMA

CASE NO. DR-96-<sup>10</sup>~~99~~

**FILED**

FEB 09 1996

JOHN M. SAWYER  
CLERK OF COURT

\*\*\*\*\*

ANSWER AND WAIVER

\*\*\*\*\*

Comes defendant, DEBRA SUE McCANTS in this cause and certifies that W. Robert McMillan, the attorney for the plaintiff has advised me of the following: (1) that said attorney does not and cannot appear or serve as my attorney; (2) that said attorney represents only the plaintiff and will use his best efforts to protect the plaintiff's best interests; (3) that I have the right to employ counsel of my choosing and that it may be in my best interest to do so.

Having been informed of the above and foregoing and with full understanding of the same, I have requested the attorney for plaintiff to prepare an answer and waiver under which the cause may be submitted without notice and such other pleadings and agreements as may be appropriate.

I do hereby execute the said answer and waiver and for answer to the plaintiff's complaint deny each and every allegation therein and demand strict proof thereof.  
I consent that testimony may be taken and the same submitted for final judgment at any time without further notice to me.

Debra Sue McCants  
Defendant

AGREEMENT OF PARTIES

The Plaintiff and Defendant agree that in the event a decree for Divorce is rendered in this cause, they have reached the following agreement:

1. That both parties agree that joint shared custody is important to the proper upbringing and wellbeing of the minor child. Also each party recognizes the fact that the minor child is of such age as he will need to be able to participate in the extracurricular activities at his school. For this reason, the parties agree to joint custody, with the full knowledge and understanding that the minor child will be living in the home of the Defendant. The Defendant shall have physical custody of the child and shall be due child support as a result of this relationship. Each party shall have a full right of participation in the major decision involving the minor child such as education, medical care, religious training, etc. Visitation between the Plaintiff and the minor child shall be reasonable and very liberal, and the parties will work together to achieve the goal joint supervision of the child's development and growth. The parties recognize that when the minor child reaches the age of sufficient maturity he shall have some right to determine who shall have his physical custody.

2. That child support shall be due to the Defendant from the Plaintiff in the sum of \$50.00 per month which is the amount determined by the guidelines and which shall be paid through the office of the Clerk of this Court along with the additional \$1.00 with each such payment as the administrative fee required by law. As a further part of the child support obligation, the Plaintiff shall provide the medical and/or dental insurance on the minor child if such becomes available through his employment until that time the parties shall equally bear the burden of medical expenses. Each party shall be responsible for and pay one-half (1/2) of all medical, dental, orthodontic, optical, prescription drug and other health care expenses of the parties' minor

child which are not paid by insurance, including co-pays and deductibles. Upon the day in which the minor child reaches the age of majority, the child support obligation will automatically be adjusted by the parties to comply with the child support guidelines applicable at that time. In the event that the parties cannot agree to this new adjustment, then the matter shall be taken forthwith before the appropriate judge for review. Any new adjustment must be in writing signed by both parties.

3. That all right, title and interest in the following described personal property is hereby divested out of the Defendant and vested in the Plaintiff, subject to any encumbrances against the same:

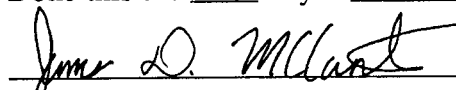
- (a) All items of personal property currently in his possession and
- (b) All his personal effects, clothing and jewelry.

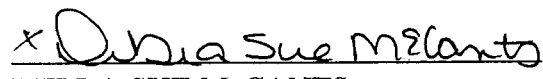
4. That all right, title and interest in the following described personal property is hereby divested out of the Plaintiff and vested in the Defendant, subject to any encumbrances against the same:

- (a) All items of personal property currently in her possession and
- (b) All her personal effects, clothing and jewelry.

5. That both parties shall execute any and all documents necessary to effectuate the terms of this agreement or any judgment rendered in this action.  
There is no further agreement of the parties.

Done this the 9 day of February, 1996.

  
JAMES DERRICK McCANTS  
Plaintiff

  
DEBRA SUE McCANTS  
Defendant

THE STATE OF ALABAMA  
COUNTY OF MONROE

I, Lyndia Wearren, a Notary Public in and for said State and County do hereby certify that Debra Sue McCants whose name is signed to the above and who is known to me, acknowledged before me this day, that being informed of the contents of same she executed the same voluntarily on the day same bears date.

Witness my hand and seal this 9th day of February, 1996.

Lyndia Wearren

Notary Public

My commission expires: 3-15-96

THE STATE OF ALABAMA  
COUNTY OF MONROE

I, Lyndia Wearren, a Notary Public in and for said State and County do hereby certify that James Derrick McCants whose name is signed to the above and who is known to me, acknowledged before me this day, that being informed of the contents of same he executed the same voluntarily on the day same bears date.

Witness my hand and seal this 9th day of February, 1996.

Lyndia Wearren

Notary Public

My commission expires: 3-15-96